

Attorney or Party Name, Address, Telephone & Fax Numbers, and California State Bar Number Ron Bender (SBN 143364) Daniel H. Reiss (SBN 150573) LEVENE, NEALE, BENDER, RANKIN & BRILL L.L.P. 1801 Avenue of the Stars, Suite 1120 Los Angeles, CA 90067 (310) 229-1234; Fax: (310) 229-1244	FOR COURT USE ONLY <div data-bbox="1065 142 1445 388" data-label="Image"> </div>
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: AURA REALTY, INC., a Delaware corporation, <div style="text-align: right;">Debtor(s).</div>	CASE NO.: LA05-27856-SB

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: October 18, 2005	Time: 11:00 a.m.
Location: 255 East Temple Street, Courtroom 1575, Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private Last date to file objections: October 4, 2005

Description of Property to be Sold: See Attached Notice

Terms and Conditions of Sale: See Attached Notice

Proposed Sale Price: See Attached Notice

Overbid Procedure (If Any): See Attached Notice

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Ron Bender, Esq.
 Daniel H. Reiss, Esq.
 Levene, Neale, Bender, Rankin & Brill L.L.P.
 1801 Avenue of the Stars, Suite 1120
 Los Angeles, California 90067
 (310) 229-1234 Fax: (310) 229-1244

Date: September 23, 2005

1
2 RON BENDER (SBN 143364)
3 DANIEL H. REISS (SBN 150573)
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5 1801 Avenue of the Stars, Suite 1120
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7 Telephone: (310) 229-1234
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9 Proposed Attorneys for Chapter 11
10 Debtor and Debtor in Possession

11
12
13 UNITED STATES BANKRUPTCY COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 LOS ANGELES DIVISION

16 In re) CASE NO. LA 05-27856-SB
17)
18) Chapter 11
19 AURA REALTY, INC., a Delaware)
20 corporation,) NOTICE OF:
21)
22 Debtor and) (1) DEBTOR'S MOTION FOR
23 Debtor in Possession.) ORDER APPROVING SALE OF REAL
24) PROPERTY FREE AND CLEAR OF
25) LIENS, CLAIMS AND INTERESTS
26) UNDER 11 U.S.C. § 363(f);
27)
28) (2) OPPORTUNITY TO OVERBID;
AND
(3) OVERBID PROCEDURES WITH
RESPECT TO DEBTOR'S SALE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS, CLAIMS AND
INTERESTS UNDER 11 U.S.C. §
363(f)
DATE: October 18, 2005
TIME: 11:00 a.m.
PLACE: Courtroom 1575
Roybal Federal Bldg.
255 E. Temple Street
Los Angeles, CA 90012

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2 NOTICE IS HEREBY GIVEN that Aura Realty, Inc., chapter 11
3 debtor and debtor in possession (the "Debtor"), has filed
4 concurrently herewith its motion (the "Sale Motion") for
5 approval of an order (the "Sale Order"), in substantially the
6 form annexed to the Sale Motion as Exhibit "A", approving and
7 authorizing the Debtor to enter into the "Purchase Agreement and
8 Escrow Instructions for the Purchase and Sale of Real Property"
9 (the "Sale Agreement"), annexed to the Sale Motion as Exhibit
10 "B", pursuant to which the Debtor proposes to sell the Debtor's
11 real property assets located at 2335 Alaska Avenue and 2330 Utah
12 Avenue, El Segundo, California 90245 (the "Property") to
13 Alliance Commercial Partners ("Alliance") or to a successful
14 overbidder at the auction to be held at the Sale Hearing.
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17 NOTICE IS HEREBY GIVEN that a hearing on the Sale Motion
18 (the "Sale Hearing") shall take place before the Honorable
19 Samuel L. Bufford, United States Bankruptcy Judge, on October
20 18, 2005 at 11:00 a.m. in Courtroom 1575 of the United States
21 Bankruptcy Court for the Central District of California, Los
22 Angeles Division, located at 255 East Temple Street, Los
23 Angeles, California 90012.
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25 The complete grounds for the Sale Motion are set forth in
26 the Sale Motion and the Memorandum of Points and Authorities and
27 Declarations of Raymond Yu, Bob Safai, and Richard W. Stone
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2 annexed thereto. The Sale Motion is further based upon §§ 105
3 and 363 of the Bankruptcy Code, Federal Rule of Bankruptcy
4 Procedure 6004, the entire record of this case, the statements,
5 arguments and representations of counsel to be made at the Sale
6 Hearing, and any other evidence properly presented to the Court
7 at, or prior to, the Sale Hearing. A copy of the Sale Motion
8 and other information reasonably requested will be provided upon
9 written request to counsel for the Debtor whose contact
10 information is in the upper-left hand corner of the first page
11 of this Notice.
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13 Among the principal terms in the Sale Agreement are:

14 1. Purchase price: \$8,750,000, consisting of:

15 (a) Initial Deposit: \$250,000

16 (b) Additional Deposit: \$250,000. After the
17 conclusion of a 30-day "Contingency Period", Alliance shall
18 increase the Initial Deposit sum by an additional amount of
19 \$250,000.
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21 (c) Assumption of Existing Loan. Alliance shall assume
22 that certain loan originated on or about June 3, 1998, in
23 the original principal amount of \$5,450,000 secured by a
24 first deed of trust (the "Deed of Trust") against the
25 Property (the "Existing Loan"), which has a current
26 approximate unpaid principal balance of \$4,950,000 owing to
27 the Debtor's senior secured creditor, MSCI 1998-CF 1 El
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2 Segundo Limited Partnership (the "Existing Lender"). The
3 sale of the Property to Alliance is conditioned upon the
4 Existing Lender's approval of Alliance's assumption of the
5 Existing Loan. The Lender's right to grant or deny a loan
6 assumption is in its sole, absolute and unreviewable
7 discretion, and the Existing Lender shall not incur any
8 liability to any party if the Existing Lender does not
9 approve a loan assumption by Alliance or any overbidder.
10 All rights of the Existing Lender with respect to the
11 assumption of the Existing Loan as set forth in the Deed of
12 Trust are reserved and shall be unaffected by approval of
13 the Sale Motion.
14

15 (d) Balance of Purchase Price. At least one business
16 day prior to the closing date, Alliance shall deposit with
17 the Escrow Holder an amount equal to the purchase price
18 less the amount of the deposits previously paid to the
19 Debtor and less the amount of the principal balance
20 remaining on the Existing Loan, plus all outstanding
21 reserves on the Existing Loan.
22

23 2. Cure of arrearages on mortgage: All arrearages owing
24 by the Debtor under the Existing Loan shall be paid in full out
25 of Alliance's Purchase Price at the time of closing, thereby
26 decreasing the net proceeds to the Debtor's estate from the
27 sale. The Existing Lender has filed a proof of claim contending
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2 that the pre-petition arrearages are in the amount of
3 \$536,691.07 and that additional post-petition interest,
4 attorneys' fees and other charges are accruing. Payment of
5 arrearages shall include, without limitation: (i) the pre-
6 petition arrearages, (ii) the fees and expenses associated with
7 the assumption of the Existing Loan as set forth in Section 7.2
8 of the Deed of Trust, including a 1% loan assumption fee and
9 payment of reasonable attorneys' fees and expenses incurred by
10 the Existing Lender in completing the loan assumption process,
11 and (iii) all other sums that have accrued post-petition and are
12 due and owing under the loan documents, including, without
13 limitation, interest, attorneys' fees and other charges
14 (collectively, the "Arrearages"). The Existing Lender shall
15 not consent to an assumption of the Existing Loan absent an
16 agreement regarding the amount of the Arrearages. The
17 Arrearages will be paid at the closing of the sale or such other
18 date as the parties may agree.

21 3. Sale free and clear of liens, claims and interests:

22 The Debtor will obtain an order approving the sale (the
23 "Sale Order"), which enables the Debtor to transfer title to the
24 Property to Alliance free and clear of all liens, claims and
25 interests under Section 363(f) of the Bankruptcy Code. However,
26 the sale shall not be free and clear of the lien securing the
27 Existing Loan, which is to be assumed by Alliance, and the
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2 Permitted Exceptions which are defined in Section 4.4.5. of the
3 Sale Agreement. The Debtor shall have until sixty days after
4 the Effective Date to obtain the Sale Order, which outside date
5 is around October 30, 2005.

6 4. Procedures Order: The Debtor was required to obtain
7 an order outlining the notice and bidding procedures (the
8 "Procedures Order"), as requested herein, including approval of
9 the Expense Reimbursement. At a hearing held on September 20,
10 2005, the Court granted the Debtor's motion establishing bidding
11 procedures with respect to the proposed sale.
12

13 5. Contingency Period: The "Contingency Period" shall be
14 thirty days from the Effective Date, conditioned upon the entry
15 of the Procedures Order within that period of time. During the
16 Contingency Period, Alliance shall be obligated to provide
17 written notice to the Debtor of its dissatisfaction with, or the
18 failure of, any contingencies or conditions related to the
19 Property, excepting the "Remaining Contingencies", and excepting
20 any failure of the Procedures Order to be entered by the end of
21 the Contingency Period. Alliance's failure to provide the
22 Debtor with written notice of its dissatisfaction with the
23 condition of the Property prior to the end of the Contingency
24 Period shall be conclusively deemed to be Alliance's approval of
25 the condition of the Property. In the event that, by the end of
26 the Contingency Period, Alliance does provide such written
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2 notice to the Debtor or the Bankruptcy Court has not entered the
3 Procedures Order, then the Sale Agreement shall automatically
4 terminate without any further act of either party and Alliance
5 shall be entitled to an immediate refund of all deposits paid by
6 Alliance without the necessity of further motion to or order
7 from the Bankruptcy Court. If by the end of the Contingency
8 Period, Alliance has approved the condition of the Property and
9 the Bankruptcy Court has entered the Procedures Order, the
10 Deposits shall become non-refundable to Alliance in the event of
11 a default by Alliance, but not in the event that the close of
12 escrow does not occur as a result of Debtor's fault or breach of
13 the Sale Agreement, or due to an overbid or other sale of the
14 Property to any entity other than Alliance, or due to some other
15 cause outside of Alliance's control, in which case Alliance
16 shall be entitled to an immediate refund of any deposits it had
17 paid, to the Expense Reimbursement (in the event of an overbid
18 and sale of the Property to an entity other than Alliance), and
19 to any other payments that Alliance is entitled to receive from
20 the Debtor pursuant to the terms of the Sale Agreement or the
21 Procedures Order.
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24 Through the Sale Motion, the Debtor requests that the Court
25 enter an order in substantially the form of the Sale Order, (i)
26 authorizing the sale of the Property; (ii) ordering that the
27 sale shall be free and clear of all liens, claims and interests,
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2 except those liens and interests held by the Existing Lender (as
3 defined in the annexed Memorandum of Points and Authorities) and
4 the Permitted Exceptions set forth in Section 4.4.5. of the Sale
5 Agreement; (iii) authorizing the Debtor to enter into the Sale
6 Agreement and to take all steps necessary to consummate the
7 transactions contemplated by the Sale Agreement; (iv) making
8 appropriate findings and determining that Alliance purchased the
9 Property in good faith and is entitled to the protections
10 granted by 11 U.S.C. § 363(m); (v) waiving the ten-day waiting
11 period set forth in Bankruptcy Rule 6004(g); (vi) authorizing
12 the payment of the commission earned by the Debtor's broker,
13 Madison Partners, upon closing of escrow on the sale of the
14 Property, subject to the approval of a pending application to
15 employ and compensate Madison Partners; and (vii) granting such
16 other and further relief as the Court deems just and proper.
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19 NOTICE IS FURTHER GIVEN THAT any objections to the relief
20 requested in the Sale Motion must, by 4:00 p.m. Pacific Standard
21 Time on October 4, 2005, be filed with the Clerk of the
22 Bankruptcy Court, with a courtesy copy delivered to chambers,
23 and be served upon counsel to the Debtor, whose name, address,
24 and facsimile number are set forth in the upper, left-hand
25 corner of the first page of this Notice.
26

27 Briefs in reply to any objections to the relief requested
28 in the Sale Motion must, by 4:00 p.m. Pacific Standard Time on

1 October 11, 2005, be filed with the Clerk of the Bankruptcy
2 Court, with a courtesy copy delivered to chambers, and be served
3 upon counsel to the objecting party.
4

5 NOTICE IS FURTHER GIVEN of an opportunity to overbid and of
6 the bid procedures approved by the Bankruptcy Court with respect
7 to those wishing to participate in an auction sale of the
8 Property to be conducted at the Sale Hearing.

9 The Sale Hearing and the submission of competing bids shall
10 be governed by the following procedures:

11 a. Overbid Procedures. An entity (other than
12 Alliance) that is interested in submitting an overbid to the
13 terms of the offer made by Alliance in the Sale Agreement must,
14 by 5:00 p.m. Pacific Standard Time on October 13, 2005, (i)
15 deliver a deposit in the amount of \$500,000 (in the form of a
16 cashier's check or wire transfer) to the Debtor's bankruptcy
17 counsel, Levene, Neale, Bender, Rankin & Brill L.L.P. (the "Bid
18 Deposit"); and (ii) submit a written overbid offer which
19 contains a representation that the proposed overbid agrees to
20 substantially all terms and conditions set forth in the Sale
21 Agreement, including the assumption of the Existing Loan, or
22 provide for a full payoff of the Existing Loan and any
23 prepayment penalty resulting from such payoff (which the Debtor
24 understands is in the approximate amount of \$850,000).
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2 In addition to providing a timely Bid Deposit and
3 submitting a timely written overbid, a proposed overbid must
4 also meet the following requirements:

5 i. The overbid purchase price must exceed
6 Alliance's Purchase Price of \$8,750,000 by at least
7 \$50,000, after having taken into account the maximum
8 amount of the Expense Reimbursement of up to \$150,000
9 to be paid to Alliance and any prepayment penalty if
10 an overbidder intends to payoff the Existing Loan; and
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12 ii. The overbid must be accompanied by
13 reasonable documentation or other evidence
14 demonstrating the prospective overbidder's financial
15 wherewithal and ability to consummate its acquisition
16 of the Property. If the overbidder intends to assume
17 the Existing Loan, such documentation must include a
18 completed application for assumption of the Existing
19 Loan, which application can be obtained from the
20 Debtor or the Existing Lender; and
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22 iii. The overbid must be accompanied by evidence
23 satisfactory to the Debtor establishing the
24 prospective overbidder's good faith, within the
25 meaning of 11 U.S.C. § 363(m).
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27 b. Auction. In the event of an acceptable and
28 qualified overbid, an auction shall take place in the Court at

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2 the Sale Hearing. The auction shall be governed by the
3 following procedures:

4 i. all bidders, including Alliance, shall
5 appear in person at the auction, or through a duly authorized
6 representative;

7 ii. the initial overbid must be in a transaction
8 where the Debtor determines that the value to be received in
9 connection therewith exceeds by at least \$50,000 the total
10 consideration to be paid by Alliance, after having taken into
11 account the maximum amount of the Expense Reimbursement of up to
12 \$150,000 to be paid to Alliance and any prepayment penalty if an
13 overbidder intends to payoff the Existing Loan;

14 iii. all subsequent overbids made after the
15 initial overbid must be in the amount of \$50,000 or numbers
16 which are wholly divisible by \$50,000;

17 iv. the bidding shall continue until the Debtor
18 determines, subject to Court approval, that a bidder has
19 submitted the best bid; and

20 v. the Bid Deposit of an overbidder who is
21 determined by the Court to be the successful bidder shall be
22 deemed non-refundable.

23 c. Approval and Manner of Payment of Expense
24 Reimbursement. In the event a qualified overbid is submitted
25 and Alliance is not determined by the Court to be the winning
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2 bidder, and the successful overbidder consummates its purchase
3 of the Property, Alliance shall be entitled to receive an
4 Expense Reimbursement not to exceed \$150,000, subject to Court
5 approval at a noticed hearing after Alliance has submitted to
6 the Debtor and the Court evidence of the actual costs and
7 expenses incurred by Alliance in connection with its attempt to
8 purchase the Property. Alliance shall have a first-priority
9 lien and security interest on such sale proceeds paid by the
10 successful overbidder to secure payment to Alliance of the
11 Expense Reimbursement which is approved by the Court.
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13 d. Refund of Deposits to Alliance.

14 In the event of any termination of the Sale Agreement
15 permitted by Alliance, all Deposits (as defined therein) then in
16 the possession of the Escrow Holder or the Debtor, as
17 applicable, shall be immediately returned to Alliance without
18 the necessity of further motion to or order from the Bankruptcy
19 Court.
20

21 e. Jurisdiction of the Court. All bidders shall be
22 deemed to have consented to the jurisdiction of the Court and to
23 have waived any right to jury trial in connection with any
24 disputes relating to the auction and/or the sale of the
25 Property. If, for any reason, the prevailing bidder is
26 unwilling or unable to execute a definitive sale agreement or to
27 perform its obligations thereunder, the Debtor, in the exercise
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2 of its business judgment, may, subject to the approval of the
3 Court, sell the Property to the next highest bidder provided
4 that such other bidder submits a new deposit and otherwise is
5 authorized, capable and qualified to proceed with the sale.

6 f. Authority Of Escrow Holder.

7 The Escrow Holder is expressly authorized to return to
8 Alliance or any other party any funds or other property
9 deposited with Escrow Holder, and to otherwise perform all acts
10 authorized or required to be performed by Escrow Holder, in
11 order to effectuate the provisions of the Sale Agreement.
12

13 g. Assumption or Pay Off of the Loan. In order for
14 any prospective overbidder to have the ability to submit an
15 overbid to Alliance's proposal and to bid at the Sale Hearing,
16 the following must occur:

17 i. If the proposed overbidder intends to assume
18 the Existing Loan, the Debtor has to conclude that the proposed
19 overbidder is likely to be able to assume the Existing Loan,
20 which assumption is at the sole discretion of the Existing
21 Lender, and that any additional risk to the Debtor of the
22 Existing Lender not agreeing to the prospective overbidder's
23 assumption of the Existing Loan is outweighed by the increased
24 purchase price offered by the prospective overbidder.
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26 ii. If the proposed overbidder intends to pay
27 off the Loan, the proposed overbid must comply with all of the
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2 requirements described above attendant to an approved overbid
3 and provide sufficient funds to pay in full the Arrearages plus
4 the required prepayment premium set forth in the Deed of Trust.

5 Dated: September 23, 2005

LEVENE, NEALE, BENDER RANKIN &
BRILL L.L.P.

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RON BENDER

DANIEL H. REISS

Proposed Counsel for Chapter 11
Debtor and Debtor in Possession
Aura Realty, Inc.

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 1801 Avenue of the Stars, Suite 1120, Los Angeles, California 90067.

On September 23, 2005, I served the foregoing document(s) described as:

NOTICE OF: (1) DEBTOR'S MOTION FOR ORDER APPROVING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS UNDER 11 U.S.C. § 363(f); (2) OVERBID PROCEDURES WITH RESPECT TO DEBTOR'S SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS UNDER 11 U.S.C. § 363(f)

on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Los Angeles, California, addressed as follows:

SEE ATTACHED SERVICE LIST

 X (By Mail) I caused such envelope with postage thereon, fully prepaid to be placed in the United States mail. Executed on September 23, 2005 at Los Angeles, California.

 (By Federal Express/Overnight Mail) I caused such envelope to be delivered by Federal Express (or Express Mail), next day delivery to the offices of the addressee. Executed on September __, 2005 at Los Angeles, California.

 (By Facsimile) I caused said document to be sent via facsimile to the offices of the addressee so designated on the attached list. Executed on September __, 2005, at Los Angeles, California.

 (By Personal service) I caused such envelope to be delivered by hand to the offices of the addressee. Executed on September __, 2005 at Los Angeles, California.

 (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 X (Federal) I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.


John Berwick

In Re Aura Realty
RSN
File No. 3773

Aura Realty, Inc. [3773-1]
2335 Alaska Avenue
El Segundo, CA 90245

U.S. Trustee [3741-1]
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Los Angeles, CA 90017

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Los Angeles, CA 90064

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9th Floor
Los Angeles, California 90064

GMAC Commercial Mtg. Corp.
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Chicago, IL 60673-3330

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David Maimon
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Studio City, CA 91614

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Sherman Oaks, CA 91403

Delaware Secretary of State [3773-6]
Registered Agent
Corporation Service Company
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Counsel for NSCI 1998-CF1 El Segundo LP
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RSN
Lawrence Peitzman [3773-8]
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Los Angeles, California 90067

Request for Special Notice
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Greenberg & Bass LLP
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Encino, CA 91436

Request for Special Notice [3773-10]
(For Yair Ben Moshe and David Maimon)
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Harry Kurtzman [3741-20]
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Yair Ben-Moshe [3741-34]
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Division of Corporations
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State of Delaware
Division of Corporation
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Insolvency Unit
Internal Revenue Service
300 North Los Angeles Street
Room 4062
Los Angeles, CA 90012

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U.S. Department of Justice
Tax Division - Civil Trial West
P.O. Box 683
Ben Franklin Station
Washington, D.C. 20044

In Re Aura Systems
RSN
File No. 3741

U.S. Trustee
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Aura Systems, Inc.
2335 Alaska Avenue
El Segundo, CA 90245

Law Offices of Ronald M. Dorfman
11400 W. Olympic Blvd.
9th Floor
Los Angeles, California 90064

Request for Special Notice
Blue Collar Films
c/o Gary Margolis, CPA
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Pasadena, CA 91107

Request for Special Notice
Chris Hogstad, Esq.
Paine Hamblen Coffin et al.
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Spokane, WA 99201

Request for Special Notice
Andrew A. Goodman, Esq.
Greenberg & Bass LLP
16000 Ventura Blvd., Suite 1000
Encino, CA 91436

Request for Special Notice
Catherine A. Wachter/V.P.
City National Bank
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Los Angeles, CA 90045

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Cook, Perkiss & Lew, APC
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RSN-Counsel for Receiver for Lancer Kevin Eckhardt, Esq.
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Miami, FL 33131

RSN-Counsel for Kovah Partners etc.
Richard T. Egger, Esq.
Best Best & Krieger LLP
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Ontario, CA 91764

RSN-Counsel for Kovah Partners, etc.
Michael J. Pauker, Esq.
Paine Hamblen Coffin et al.
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RSN-Counsel for Harry Kurtzman
Lawrence Peitzman, Esq. Peitzman, Weg & Kempinsky LLP
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RSN-Counsel for MSCI 1998-CFI El H.
Mark Mersel, Esq.
Morrison & Foerster LLP
19900 MacArthur Boulevard, Ste 1200
Irvine, CA 92612

Request for Special Notice
James S. Harrington
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Committee Member
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Long Beach, CA 90801

Committee Member
Dr. Arthur J. Schwartz
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Palos Verdes, CA 90275

Committee Member
Dr. Maurice Zeitlin
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Request for Special Notice
(For Yair Ben Moshe and David Maimon)
Wesley H. Avery / Yaron Shaham
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16830 Ventura Boulevard, Suite 310
Encino, California 91436-1707

Request for Special Notice
(For Yair Ben Moshe and David Maimon)
Paul S. Chan
Bird, Marella, Boxer, Wolpert, Nessim, et al.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067

In Re Aura Systems
Master Mailing List
File No. 3741

U.S. Trustee
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Aura Systems, Inc.
2335 Alaska Avenue
El Segundo, CA 90245

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BEVERLY HILLS, CA 90212

T.A. PELSUE COMPANY
2500 S. TEJON STREET
ENGLEWOOD, CO 80110

TAI E INT'L PAT/LAW OFC
P.O. BOX 46-478 TAIPEI
9FL. NO. 112 SEC. 2 CHANG-AN E. RD
TAIPEI, TAIWAN,

TECH CRAFT, INC.
1525 E. ST. GERTRUDE PACE
DALE GILBER
SANTA ANA, CA 9205,

TECHNIPOWER
FILE # 56289
LOS ANGELES, CA 90074

TELCO INTERCONTINENTAL CORP.
9812 WHITHOR DR.
JOE CAMPBELL
HOUSTON, TX 77095

THE AFFILIATES
DEPT. 1683, P.O. BOX 61000
SAN FRANCISCO, CA 94161

THE PARKER DIRECTORY
121 CHANLON RD.
NEW PROVIDENCE, NY 07974

THREAD CHECK INC.
390 OSER AVE.
ANGEL
HAUPPAUGE, NY 11788

TNT USA INC.
CS 9002
MELVILLE, NY 11747

TRAUTMAN WASSERMAN & CO
500 5TH AVE. SUITE 1440
LOCK PAWLICK
NEW YORK, NY 10110

TROTTER/CHUCK
975 W. CHURCH LANE
BLOOMINGTON, IN 47403

TRS-RENTELCO
P.O. BOX 45075
JOHN HARAS
SAN FRANCISCO, CA 94145

U.S. TREASURY

ULINSKI/RICHARD
315 N. CANYON BLVD.
MONROVIA, CA 91016

UNDERWRITERS LAB. INC.
P.O. BOX 75330
MARK WILLIE
CHICAGO, IL 60675

UPS CUSTOMHOUSE BROKERAGE
P.O. BOX 34486
LOUISVILLE, KY 40232

UPS SUPPLY CHAIN SOLUTIONS
P.O. BOX 164
SWEET GRASS, MT 59484

VANEGO CONVERSIONS, INC.
4614 N. EXPRESSWAY 77-83
FRANK
BROWNSVILLE, TX 78526

VEEN/STEVE
7936 E. 6TH ST.
STEVE VEEN
DOWNEY, CA 90241

VENTURI STAFFING PARTNERS
FILE 55939
LOS ANGELES, CA 90074

VERIZON WIRELESS MESSAGING SVC
P.O. BOX 15110
ALBANY, NY 12212

VOLT
FILE 53102
LOS ANGELES, CA 90074

WAYTEK INC.
P.O. BOX 81
STEVE KAMINSEN
CHASKA, MN 55318

WEIS FIRE & SAFETY EQUIP. CO.
P.O. BOX 3467
STEVE BRITT
SALINA, KS 67401

WEST GROUP C/O SEALS &
TENENBAUM
2323 W. LINCOLN AVE., SUITE 127
JAY TENENBAUM
ANAHEIM, CA 92801

WILLIAMS DETROIT DIESEL-ALLISO
DEPT. L-303
COLUMBUS, OH 43260

WILLIAMS/DALE
8736 ARMAGH COURT
ELK GROVE, CA 95624

WINTHROP & WEINSTINE
3200 MINNESOTA WORLD TRADE CTR
30 E. 7TH ST.
ST. PAUL, MN 55101

WOLF RIFKIN SHAPIRO & SCHULMAN
11400 W. OLYMPIC BLVD. 9TH FLOOR
MICHAEL WOLF
LOS ANGELES, CA 90064

WOLFSDORF/BERNARD P.
17383 SUNSET BLVD. SUITE 120
PACIFIC PALISADES, CA 90272

WORKER TRAINING FUND
P.O. BOX 6285
INDIANAPOLIS, IN 46206

YAIR BEN- MOSHE
7250 Beverly Blvd.
Yair Ben Moshe
Los Angeles, CA 90036-2560

YALE FINANCIAL SERVICES
15 Junction Road
Flemington, NJ 08822

YAZAKI NORTH AMERICA, INC.
6801 HAGGERTY RD.
MIKE DIAZ
CANTON, MI 48187

YU/RAYMOND
2335 Alaska Ave
El Segundo, CA 90245

ZAID IBRAHIM & CO.
12TH FLOOR MENARA BANK
JALAN SUKTAN ISMAIL
50250 KAULA LUMPUR, MALAYSIA,

CINDI EAGLETON
10770 SOUTH CASA BLANCA DRIVE
GOOD YEAR, AZ 85338

NULL/DANA
141 SHANAHAN LANE
WINCHESTER, KY 40391

SHRED-IT, INC
11821 WAKEMAN STREET
SANTA FE SPRINGS, CA 90723

Edwin Siegel
Barron & Chestney International
7445 Topanga Canyon Blvd., Ste 202
Canoga Park, CA 91303-4423

CORPORATION SERVICE CORPORATION
ATTN: DAR
P.O. BOX 591
WILMINGTON, DE 19899

PROGRESSIVE BUSINESS PUBLICATIONS
370 TECHNOLOGY DRIVE
MALVERN, PA 19355

KEMPER INSURANCE COMPANIES
1 CORPORATE DRIVE
LONG GROVE, IL 60049

DELAWARE SECRETARY OF STATE
CSC COMPANY ID 1646635
CORPORATION SERVICE COMPANY
2711 CENTERVILLE ROAD #400
WILMINGTON, DE 19808

CORPORATION SERVICE CORPORATION
ATTN: DAR
P.O. BOX 591
WILMINGTON, DE 19899

PROGRESSIVE BUSINESS PUBLICATIO
370 TECHNOLOGY DRIVE
MALVERN, PA 19355

CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

LOS ANGELES COUNTY TAX
COLLECTOR
225 N. HILL STREET
ROOM 160
LOS ANGELES, CA 90054

KEMPER INSURANCE COMPANIES
1 CORPORATE DRIVE
LONG GROVE, IL 60049

CITY OF WACO
P.O. BOX 1669
WACO, TX 76703

In Re Aura Systems
Secured Creditors
File No. 3741

U.S. Trustee [3741-1]
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Aura Systems, Inc. [3741-2]
2335 Alaska Avenue
El Segundo, CA 90245

Yale Financial Services, Inc. [3741-3]
15 Junction Road
Flemington, NJ 08822

Koyah Leverage Partners, L.P. [3741-4]
c/o ICM Asset Management, Inc.
601 West Main, Suite 600
Spokane, WA 99201

Appleby, Edgar
Peacock Point
Locust Valley, NY 11560

Prudent Bear Fund, Inc. [3741-5]
8140 Walnut Hill Lane, Suite 300
Dallas, TX 75206

The Yair Ben Moshe Trust [3741-6]
7250 Beverly Boulevard
Suite 101
Los Angeles, CA 90036-2560

Raven Ventures, L.P. [3741-7]
c/o ICM Asset Management
601 Main Avenue # 600
Spokane, WA 99201

Koyah Ventures LLC [3741-8]
601 Main Avenue #600
Spokane, WA 99201

Koyah Microcap Partners Master Fund L.P.
601 Main, # 600
Spokane, WA 99201
[3741-9]

Meyer, Ezra [3741-10]
226 Rim Drive
P.O. Box 541
Tahoe Vista, CA 96148

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c/o David J. Cook, Esq.
Cook, Perkiss & Lew, P.L. C.
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San Francisco, CA 94104-0270

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Los Angeles, CA 90024

Michael Frankston [3741-13]
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San Francisco, CA 94105-2828
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The Isosceles Fund Limited
Bahamas Financial Centre
c/o Citco Fund Services (Bahamas) Ltd
Shirley & Charlotte Streets
P.O. Box 13136, **NASSAU**

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Suite 336
Laguna Niguel, CA 92677

Marketing Essentials, Ltd., Inc. [3741-15]
30100 Town Center Drive, Suite 336
Laguna Niguel, CA 92677

Walters Wholesale Electric Co. [3741-16]
25124 Narbonne Avenue
Suite 106
Lomita, CA 90717

RR Donnelley Financial, [3741-17]
A Division of RR Donnelley & Sons Com
A Corporation
333 South Grand Avenue, Suite 5150
Los Angeles, CA 90071-1504

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Los Angeles, CA 90010

Harry Kurtzman [3741-20]
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Los Angeles, CA 90025

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Billings, MT 59102

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Victor Chiau [3741-23]
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Dwight Chao [3741-24]
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Waltco Engineering Company [3741-26]
401 West Redondo Beach Blvd.
Gardena, CA 90248

Koyah Microcap Partners [3741-27]
Master Fund, L.P.
c/o ICM Asset Management, Inc.
West 601 Main, # 600
Spokane, WA 99201

HW Partners, LP [3741-28]
1601 Elm Street, Suite 4000
Dallas, TX 75201

Thomas Publishing Co. [3741-29]
300 South Grand Avenue
14th Floor
Los Angeles, CA 90071-3124

Speedy International LLC, LLC [3741-30]
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San Francisco, CA 94104

Catherine A. Wachter/V.P. & Branch Man
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6033 West Century Blvd.
Los Angeles, CA 90045
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1802 West Pomona Road
Corona, CA 92880

Lawrence A. Diamant [3741-33]
1888 Century Park East
Suite 1500
Los Angeles, CA 90067

Yair Ben-Moshe [3741-34]
7250 Beverly Boulevard
Suite 101
Los Angeles, CA 90036

Jonathan Neil & Associates, Inc., [3741-35]
a California Corporation
18321 Ventura Boulevard, Suite 1000
Tarzana, CA 91356

Bublitz Machinery [3741-36]
703 East 14th Avenue
North Kansas City, MO 64116

[3741-37]
Financing Services Company, Inc.
2825 Brownsville Road
Pittsburg, PA 15227
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[3741-38]
General Electric Capital Corporation
190 Motor Parkway
Hauppauge, NY 11788

[3741-39]
Infinity Investors Limited
38 Hertford Street
Segund4o, CA 90245

[3741-40]
UPS
582 Market Street, 17th Floor
San Francisco, CA 94104

[3741-41]
NEC Technologies, Inc.
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Los Angeles, CA 90071-3102

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5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036

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Office of the Attorney General
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Los Angeles, CA 90013-1230

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P.O. Box 2044
Wilmington, DE 19899-2044

Delaware Secretary of State
Division of Corporations
P.O. Box 898
Dover, DE 19903

DELAWARE SECRETARY OF STATE
CSC COMPANY ID 1646635
CORPORATION SERVICE COMPANY
2711 CENTERVILLE ROAD #400
WILMINGTON, DE 19808

CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

LOS ANGELES COUNTY TAX COLLECT
225 N. HILL STREET
ROOM 160
LOS ANGELES, CA 90054

CITY OF WACO
P.O. BOX 1669
WACO, TX 76703

STATE OF TEXAS
State Comptroller
111 East 17th Street
Austin, TX 78774-0100

In Re Aura Systems
Utilities
File No. 3741

U.S. Trustee [3741-1]
Ernst & Young Plaza
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Aura Systems, Inc. [3741-2]
2335 Alaska Avenue
El Segundo, CA 90245

Southern California Gas Company [3741-46]
555 West 5th Street
Mail Location 11G2
Los Angeles, CA 90013

City of El Segundo (Water) [3741-47]
350 Main Street
El Segundo, CA 90245

Southern CA Edison (Electricity) [3741-48]
2244 Walnut Grove, Unit G44
Rosemead, CA 91771

Cingular (AT&T) Wireless [3741-49]
1600 S.W. 4th Avenue
Portland, OR 97201

AT&T (DSL) [3741-50]
521 Butler Farm Road
Hampton, VA 23666

AT&T Business Services [3741-51]
(Office Phones)
1355 West University Drive
Mesa, AZ 85201

Browning Ferris Industries (Refuse) [3741-52]
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Sun Valley, CA 91352